Agreement Between
The Colchester Choir & Orchestra
and
The Colchester Board of Education

This agreement ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Colchester Choir & Orchestra ("CCO") and the Colchester Board of Education (the "Board").

I. PURPOSE & SCOPE

The purpose of this Agreement is to clearly identify the roles and responsibilities of each party.

II. COLCHESTER CHOIR & ORCHESTRA

Colchester Choir & Orchestra (CCO) shall:

1. Ensure all members are registered and have completed a liability waiver prior to participation.
2. Ensure members follow facility rules, policies and guidelines when using any Board facilities.
3. Complete all forms as required by the Board prior to use of any facility.
4. Provide their own equipment unless provided by the Board as listed below, including hand percussion instruments (Tambourine, Claves, Triangle/beaters, All Mallets/sticks, Bongos), individual amplifiers for guitar and electric Bass, and guitars and electric bass.
5. Agree to not remove Board owned equipment from Board property.
6. Agree to not use or touch teacher desks or equipment.
7. Agree to not move Board owned equipment from any room or space to another room or space within a CPS school.
8. Agree to uphold all federal, state and town policies, ordinances, laws and mandates.

III. COLCHESTER BOARD OF EDUCATION

The Board shall:

1. Not provide personal injury insurance coverage to any volunteer or participant. All CCO members are using the Board facilities at their own risk, as described in the Liability Waiver.
2. Provide property insurance on all town properties which covers the facility and contents thereof.
3. Provide building use forms to be completed by CCO.
4. Provide equipment request forms at to be completed by CCO least two weeks in advance (equipment may not be available at all times).
5. Seek reimbursement from CCO if it is found that damage incurred to a facility, property or equipment during the facility use by CCO.
6. Provide orchestra and choir rehearsal and performance spaces as requested on Board forms and if available, typically the auditorium, the band and choir rooms of CPS schools. The sound system at WJJMS may not be used. The sound system in Bacon Academy is available for use only if district staff or qualified students are available to run the system.
7. Provide the following instruments at WJJMS and Bacon Academy (not to be removed from their location/rooms; equipment will be moved by district staff as needed):
    - Timpani
    - Bass Drum with Beater
    - Snare Drum
    - Suspended Cymbal
    - One pair Crash Cymbals
    - Tam-tam with Beater
    - Xylophone
    - Marimba
    - Orchestra Bells
    - Piano
    - Congas (two)
8. Provide chairs and music stands.

9. Provide choral risers at WJJMS and Bacon Academy (WJJMS risers are not to be moved).

IV. TERM OF AGREEMENT

This Agreement shall be reviewed and its effectiveness evaluated on an annual basis. A renewal of this Agreement shall be by mutual written agreement of all parties and shall be executed prior to the expiration date of each agreement. In the event that this Agreement expires, the terms, provisions, conditions, covenants and representations contained in the Agreement shall be of no further force and effect.

It is understood that either the Board or the CCO may terminate this contract voluntarily upon written notice on or before March 1st of any fiscal year.

A request for revisions or modifications to this Agreement may be made by either party with seven days written notice to all involved parties

V. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be effective upon the signature of the authorized officials of each party below. It shall be in force from the date of signature until this agreement is modified by a written, signed addendum or it is cancelled.

All parties indicate agreement with this Agreement by their signatures.

_____	_____	_____	_____
Colchester Choir & Orchestra	Date	Colchester Board of Education	Date